

**IN THE UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF OHIO
EASTERN DIVISION**

UNITED STATES OF AMERICA,

Plaintiff,

v.

ARTHUR SCHLICHTER,

SSN: *-**-2027**

Defendant.

and

**CLAIMS ADMINISTRATOR FOR THE
NFL CONCUSSION SETTLEMENT
PROGRAM**

Garnishee.

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: **CASE NO: 2:11-CR-223**
: **JUDGE WATSON**
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**NOTICE OF STIPULATED AGREEMENT REGARDING
DEFENDANT’S INTEREST IN NFL CONCUSSION SETTLEMENT**

IT IS HEREBY STIPULATED by and between the United States of America, by and through its counsel, Assistant United States Attorney Bethany J. Hamilton, and Defendant Arthur Schlichter (“Defendant”), the immediate liquidation of Defendant’s claim in *Turner v. National Football League and NFL Properties, LLC (In re: National Football League Players’ Concussion Injury Litigation)*, Case No. 2:12-md-02323-AB (“NFL Concussion Settlement”) as follows:

Subject to Court approval and without waiving their respective arguments as to their respective interests in the NFL Concussion Settlement, the parties agree to the following proposed settlement relating to the government’s interest in Defendant’s interest in the settlement funds:

1. Plaintiff has a valid lien against the NFL Concussion Settlement.
2. The Claims Administrator for the NFL Concussion Settlement Program shall turnover to Plaintiff Defendant’s interest in the NFL Concussion Settlement, currently estimated to be

\$712,667.03, being the net payment amount owed to Defendant.

3. Defendant's monetary award has been reduced by the following offsets (as authorized by the settlement agreement in this case): 1) a deduction for potential derivative claim awards as provided for in the settlement agreement in the case ("Derivative Claims"); 2) a five percent deduction for the common benefit fee that is being set aside from all monetary awards for the possible benefit of Co-Lead Class Counsel ("Class Counsel's Claim"). This amount is being held until a determination is made on Co-Lead Class Counsel's motion for being awarded these monies; 3) and attorney fees for Defendant's attorney in the NFL Concussion Settlement ("Defendant's Counsel's Claim").
4. The parties agree that \$95,000 from the net monetary award will be paid out for Defendant's benefit. Specifically, Defendant has requested and Plaintiff has agreed to pay two outstanding bills for legal services rendered by two attorneys: Steve Nolder at Scott & Nolder Co., LPA, in the amount of \$31,892.25 and Nicholas Huang at Harrison & Moberly, in the amount of \$20,000.00. Defendant has requested and Plaintiff has agreed to pay the remaining amount of \$43,107.75 to his mother, Mila Schlichter.
5. After receipt of Defendant's net monetary award from the NFL, Plaintiff agrees to direct the Clerk to issue checks payable to Scott & Nolder Co., LPA in the amount of \$31,892.25, Nicholas C. Huang, P.C. in the amount of \$20,000.00, and Mila Schlichter in the amount of \$43,107.75. The checks will be sent to the address listed on the attached Certificate of Service.
6. Defendant acknowledges and agrees that he will receive no money directly from the NFL Concussion Settlement.
7. The Clerk will hold the remaining amount received from the NFL for the benefit of the victims in this case, in the approximate amount of \$617,667.03.

8. In exchange for the above payments for the benefit of Defendant, Defendant waives any interest in the NFL Settlement Proceeds and withdraws any objection to the receipt of these from the NFL to Plaintiff. Defendant further waives any right to appeal the Final Order of Garnishment relating to the NFL Settlement Agreement. Defendant also agrees to cooperate with Plaintiff and the Claims Administrator regarding anything necessary to finalize the settlement and execute all documents necessary to finalize the settlement. The Clerk will not make any payments for the benefit of Defendant to the individuals identified above until Plaintiff receives confirmation from the Claims Administrator that nothing else is needed to finalize the settlement.
9. The Clerk will make no distribution to the victims in this case from these funds until receiving additional written instructions from the U.S. Attorney's office.
10. Finally, Defendant and attorney for Defendant agree that if Defendant or Defendant's attorney become entitled to any additional funds from the settlement, those funds shall be also paid to Plaintiff, including, but not limited to, a denial of either a derivative claim and/or of the Lead Counsel's Claim.

Respectfully submitted,

BENJAMIN C. GLASSMAN
United States Attorney

s/ Bethany J. Hamilton
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s/ Daniel S. Chamberlain

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s/ Arthur Schlichter

Arthur Schlichter

CERTIFICATE OF SERVICE

I hereby certify that on the 21st day of May, 2019, I electronically filed the foregoing with the Clerk of the Court using the CM/ECF system which will send notification of such filing to entities who have requested to receive ECF notice and that it was served by regular U.S. mail, postage prepaid, to the following:

Arthur Schlichter
FCI Edgefield
P.O. Box 723
Edgefield, SC 29824

Claims Administrator for the NFL Concussion Settlement Program
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Richmond, VA 23260

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Daniel S. Chamberlain, Esq. (Counsel for Defendant in the NFL Concussion Class Action Case)
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Nicholas C. Huang, P.C.
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Mila Schlichter
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s/ Bethany J. Hamilton

BETHANY J. HAMILTON (0075139)
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